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Before The
FEDERAL COMMUNICATIONS COMMISSION
 Washington, D.C. 20554

JUN 30 2003
 Federal Communications Commission
 Office of Secretary

In re:)
)
 Amendment of Section 73.622(b)) MB Dkt. No. 03-110
 Table of Allotments) RM-10700
 Digital Television Broadcast Stations)
 (Conway, South Carolina))

To: Chief, Video Division
 Media Bureau

COMMENTS IN SUPPORT OF RULEMAKING

South Carolina Educational Television ("SCETV"), by its attorneys and pursuant to the Commission's Rules, comments on the above-referenced rulemaking proceeding to amend Section 73.622(b) of the Rules. The rulemaking proposes to amend the Commission's Rules by substituting DTV channel *9 for DTV channel *58 as the paired DTV allotment for Station WHMC-DT, Conway, South Carolina.

SCETV initiated this proceeding and intends to amend its construction permit for Station WHMC-DT to specify DTV channel *9, if this request is granted. If authorized to do so, SCETV will build this station on the requested channel. SCETV hereby incorporates by reference the showings made in its *Petition for Rulemaking* in this proceeding, as filed with the FCC on March 18, 2003.

SCETV also hereby directs the Commission's attention to the attached DTV Consent Agreement ("Agreement") between SCETV and WSOC Holdings, Inc. ("Cox"), licensee of

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NTSC station WSOC(TV), Channel 9 in Charlotte, North Carolina. Cox expressed concern to SCETV that the substitution of Channel *9 for Channel *58 at WHMC-DT might result in interference to WHMC-DT at the end of the digital television transition when Cox intends to shift WSOC-DT's operations to Channel 9. In order to ensure that both parties may operate on Channel 9 after the transition, SCETV and Cox have entered into the Agreement. As provided therein, SCETV has agreed to accept interference that may be caused to WHMC-DT by WSOC-DT using facilities as specified in the Agreement, and Cox has agreed to submit comments supporting SCETV's request to substitute Channel *9 for WHMC-DT using facilities specified in the Agreement (and consistent with SCETV's proposal in this proceeding). In accordance with the Agreement, SCETV hereby states its consent to such interference that may be caused to WHMC-DT by WSOC-DT using facilities as specified in the Agreement.

For these reasons and those expressed in the prior *Petition*, SCETV supports the rulemaking proceeding to amend Section 73.622(b) of the Commission's Rules to substitute DTV channel *9 for DTV channel *58 as the paired DTV allotment for Station WHMC-DT, Conway, South Carolina.

Respectfully submitted,

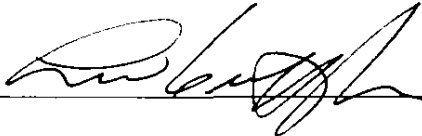
South Carolina Educational Television Commission

By: Barry Persh
Todd D. Gray
Margaret L. Miller
Barry S. Persh
Its Attorneys

June 30, 2003

Declaration Under Penalty Of Perjury

I, L. W. Griffin, hereby declare under penalty of perjury that the foregoing statements set forth in these Comments supporting the amendment to Section 73.622(b) of the Commission's Rules are true and correct to the best of my knowledge and belief.

By: 

Title: Vice President, Engineering

Date: June 27, 2003

DTV CONSENT AGREEMENT

This DTV CONSENT AGREEMENT ("DTV Consent Agreement" or "Agreement") is dated as of the 27th day of June, 2003, by and between South Carolina Educational Television Commission ("SCETV"), a South Carolina public agency, and WSOC-TV Holdings, Inc., ("Cox"), a Nevada corporation.

RECITALS

- A. SCETV is the licensee of noncommercial analog ("NTSC") television station WHMC-TV, Channel *23, Conway, South Carolina ("WHMC-TV") and permittee of digital television ("DTV") station WHMC-DT, Channel *58 ("WHMC-DT") pursuant to authorizations issued by the Federal Communications Commission ("FCC").
- B. Cox is the licensee of NTSC television station WSOC(TV), Channel 9, Charlotte, North Carolina ("WSOC(TV)") and DTV station WSOC-DT, Channel 34 ("WSOC-DT") pursuant to authorizations issued by the FCC.
- C. SCETV desires to make certain improvements in connection with its commencement of DTV operations and has petitioned the FCC to reassign Channel *9 to WHMC-DT. In response, the FCC has issued a Notice of Proposed Rule Making under MB Docket No. 03-110.
- D. Pursuant to procedures as may be adopted by the FCC and subsequent to the termination of WSOC(TV)'s NTSC operations on Channel 9, Cox intends to conduct WSOC-DT's digital operations on Channel 9, the station's traditional NTSC channel since 1957. Pursuant to those same procedures, SCETV intends to conduct WHMC-DT's digital operations on Channel *9 after the termination of WHMC-TV's NTSC operations on Channel *23, should the requested channel reassignment be granted. Should both WSOC-DT and WHMC-DT operate on Channel 9, the signal of WHMC-DT would be expected to receive interference from the signal of WSOC-DT in certain areas.
- E. The FCC's standards for evaluating requests for authority to operate DTV stations after the termination of NTSC operations on stations' initially allotted channels are uncertain, and it is possible that either WSOC-DT or WHMC-DT, or both, accordingly could be precluded from operating on Channel 9 due to the predicted interference that WSOC-DT would cause WHMC-DT.
- F. The parties, wishing to ensure that both stations may operate on Channel 9 to the extent possible, desire to enter into this DTV Consent Agreement pursuant to and in accordance with 47 C.F.R. § 73.623(g) of the FCC's rules, or any similar regulations that the FCC may adopt, and the policy statements adopted in MM Docket Number 87-268 which encourage the adoption of negotiated interference agreements to facilitate the implementation of DTV services.

In consideration of the above recitals and the mutual covenants and agreements set forth in this DTV Consent Agreement, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

SECTION 1. DEFINITIONS

“Final Order” means an action by the FCC that has not been reversed, stayed, enjoined, set aside, annulled, or suspended, and with respect to which no requests are pending for administrative or judicial review, reconsideration, appeal, or stay and the time for filing any such requests and the time for the FCC to set aside the action on its own motion have expired.

“WHMC-DT Petition” means the petition SCETV tendered to the FCC to substitute Channel *9 as the paired DTV allotment for its licensed noncommercial television broadcast station WHMC.

“WSOC-DT Application” means the request for FCC authorization to construct DTV facilities for WSOC-DT on Channel 9 as specified in Schedule 1.

SECTION 2. REPRESENTATIONS AND WARRANTIES OF SCETV

SCETV represents and warrants to Cox as follows:

2.1 Organization and Standing. SCETV is a state agency. SCETV is duly organized, validly existing, and in good standing under the laws of South Carolina. SCETV has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by SCETV hereunder and thereunder.

2.2 Authorization and Binding Obligation. The execution, delivery, and performance of this agreement by SCETV has been duly authorized by all necessary actions on the part of SCETV. The execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract, or other obligation to which it is subject or by which SCETV is bound. This Agreement has been duly executed and delivered by SCETV and constitutes the legal, valid, and binding obligation of SCETV, enforceable against SCETV in accordance with its terms.

SECTION 3 REPRESENTATION AND WARRANTIES OF COX

Cox represents and warrants to SCETV as follows:

3.1 Organization and Standing. Cox is a corporation duly organized, validly existing, and in good standing under the laws of Nevada. Cox has all requisite authority to execute and deliver this Agreement and the documents contemplated hereby, and to perform and comply with all of the terms, covenants, and conditions to be performed and complied with by Cox hereunder and thereunder.

3.2 Authorization and Binding Obligation. The execution, delivery, and performance of this agreement by Cox has been duly authorized by all necessary actions on the part of Cox. The execution, delivery, and performance hereof shall not constitute a breach or violation of any agreement, contract, or other obligation to which it is subject or by which Cox is bound. This Agreement has been duly executed and delivered by Cox and constitutes the legal, valid, and binding obligation of Cox, enforceable against Cox in accordance with its terms.

SECTION 4 COVENANTS AND AGREEMENTS

4.1 WHMC-DT Petition. SCETV and Cox shall submit an executed copy of this Agreement with the FCC in MB Docket No. 03-110 on or before the Comment Date in that proceeding. In addition, Cox will submit comments that shall support the request of SCETV to substitute Channel *9 for WHMC-DT as set forth in the WHMC-DT Petition, and SCETV will submit comments that shall state its consent to the interference that may be caused to WHMC-DT by WSOC-DT using facilities specified in Schedule 1 or as may be modified pursuant to Section 4.3.

4.2 Consent of SCETV to Interference to WHMC-DT. SCETV shall accept any interference caused to the signals of WHMC-DT that may be caused by the operation of WSOC-DT as specified in the WSOC-DT Application, as may be modified pursuant to Section 4.3.

4.3 Modification of Facilities.

(a) The written consent of SCETV shall be required before any submission to the FCC by Cox requesting authority to modify WSOC-DT on Channel 9 in a manner that would result in extension of the 41 dBu contour in any direction beyond that corresponding to facilities specified in Schedule 1. The consent of SCETV shall not be withheld unreasonably.

(b) The written consent of Cox shall be required before any submission to the FCC by SCETV requesting authority to modify WHMC-DT on Channel *9 in a manner that would result in extension of the 41 dBu contour in any direction beyond that corresponding to facilities specified in Schedule 2. The consent of Cox shall not be withheld unreasonably.

4.4 No Inconsistent Action. Neither party shall take any action that is inconsistent with its obligations under this Agreement or that could hinder or delay the consummation of the transactions contemplated by this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in the event that either party violates its obligations in this Section 4 (the "Violating Party"), the other party shall have the right to seek specific performance of Violating Party's obligations hereunder.

4.5 Cooperation. SCETV and Cox shall cooperate fully with each other in connection with any actions required to be taken as part of their respective obligations under this Agreement, and SCETV and Cox shall execute such other documents as may be necessary and desirable to the implementation and consummation of this Agreement, and otherwise use their best efforts to consummate the transaction contemplated hereby and to fulfill their obligations under this Agreement.

SECTION 5. TERM and TERMINATION

The term of this Agreement shall begin as of the date hereof and shall continue in effect until such time as this Agreement is terminated pursuant to this Section 5. This Agreement may be terminated either:

(a) by either SCETV or Cox, so long as the terminating party is not in material default of its obligations hereunder, upon a material breach of this Agreement by the other party which remains uncured 30 days after the receipt of written notice of the breach; or

(b) by written agreement of SCETV and Cox.

SECTION 6 MISCELLANEOUS

6.1 Notices. All notices, demands, and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by personal delivery, sent by commercial delivery service, facsimile transmission or registered or certified mail, return receipt requested, (c) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or on the return receipt or on the date sent by facsimile with receipt confirmed by telephone, and (d) addressed as follows:

If to SCETV: South Carolina Educational Television Commission
1101 George Rogers Blvd.
Columbia, S.C. 29211

With a Copy to: President
South Carolina Educational Television Commission
Same address as above

If to Cox: Cox Enterprises, Inc.
1400 Lake Hearn Drive, N.E.
Atlanta, GA 30319
ATTN: Andrew A. Merdek, Esq., Legal Affairs

With a copy to: WSOC-TV/WAXN(TV)
P.O. Box 34665
Charlotte, NC 28234
ATTN: Ms. Lee Armstrong, General Manager

or to any other or additional persons and addresses as the parties may from time to time designate in a writing delivered in accordance with this Section 6.1.

6.2 Benefit and Binding Effect. Neither party may assign this Agreement without the prior written consent of the other party hereto, provided (i) that such consent may not be unreasonably withheld and (ii) each party consents, upon the receipt of written notice, to the assignment of the rights and obligations of any other party under this Agreement to any entity

controlling, controlled by or under common control with such party concurrent with the assignment to such entity with requisite FCC approval of the television licenses of such party that are subject to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. If either station should be assigned or transferred, as a condition of any such assignment or transfer, the party receiving such station must specifically assume all obligations hereunder. Each party agrees to cause the assumption of the obligations hereunder in connection with any assignment or transfer, and agrees not to enter into an assignment or transfer unless the assignee or transferee specifically assumes the obligations, hereunder.

6.3 Further Assurances. The parties shall execute any other applications, agreements or documents that may be necessary and desirable to the implementation and consummation of this Agreement.

6.4 Governing Law. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina (without regard to the choice of law provisions thereof).

6.5 Headings. The headings herein are included for ease of reference only and shall not control or affect the meaning or construction of the provisions of this Agreement.

6.6 Entire Agreement/Amendments. This Agreement and the exhibits and schedules hereto collectively represent the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersede all prior negotiations between the parties with respect to the subject matter hereof. This Agreement cannot be amended, supplemented, or changed except by an agreement in writing that makes specific reference to this Agreement and which is signed by the party against which enforcement of any such amendment, supplement, or modification is sought.

6.7 Counterparts. This Agreement may be signed in counterparts with the same effect as if the signature on each counterpart were upon the same instrument.

6.8 Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this DTV Interference Agreement as of the day and year first above written.

SOUTH CAROLINA EDUCATIONAL TELEVISION COMMISSION

By: _____

Name: Maurice J. Bresnahan

Title: President and CEO

WSOC HOLDINGS, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this DTV Interference Agreement as of the day and year first above written.

SOUTH CAROLINA EDUCATIONAL TELEVISION COMMISSION

By: _____
Name:
Title:

WSOC-TV HOLDINGS, INC.

By:  _____
Name: Andrew A. Merdek
Title: Secretary

Schedule 1

WSOC-DT, Charlotte, NC

Channel: 9 (186-192 MHz)

Effective Radiated Power Limit Along a bearing of 134.1 degrees True: 105 kilowatts (20.2 dBk)

Antenna Radiation Center Height Above Average Terrain: 364 meters

Site Geographic Coordinates: 35-15-41 North Latitude; 80-43-38 West Longitude
(NAD 27)

Schedule 2

WHMC-DT
CONWAY, SOUTH CAROLINA

ENGINEERING SPECIFICATIONS

A. Transmitter Site:

Geographic coordinates:

North Latitude 33° 56' 58"
West Longitude 79° 06' 31"

Transmitter Site Address: 6.5 miles NNW of Conway, SC

B. Main Studio Site Address: 1101 George Rogers Boulevard
Columbia, South Carolina 29201

C. Proposed Facility:

DTV Channel Number 9
Frequency 186-192 MHz

D. Antenna Height:

Height of Site Above Mean Sea Level (AMSL) 24.3 M
Overall Height of Structure Above Ground 256.4 M
(including all appurtenances)
Overall Height of Structure Above Mean Sea Level 280.7 M
(including all appurtenances)
Height of Site Above Average Terrain 4.4 M
Antenna Height Radiation Center (R/C) Above Ground 245.8 M
Antenna Height R/C Above Mean Sea Level 270.1 M
Average of All Non-Odd Radials 19.9 M
Antenna Height R/C Above Average Terrain 250.2 M

E. System Parameters – Horizontal Polarization:

Transmitter Power Required 2.63 kW
Maximum Power Input to Antenna 2.02 kW
Total System Loss 1.15 dB
Transmission Line Efficiency 76.7%
Maximum Antenna Gain in Beam Maximum 9.96 dB
Maximum Antenna Gain in Horizontal Plane 9.64 dB
Maximum Effective Radiated Power 13.01 dBk
In Beam Maximum 20.00 kW
Maximum Effective Radiated Power 12.69 dBk
In Horizontal Plane 18.58 kW

**WHMC-DT CHANNEL 9
CONWAY, SOUTH CAROLINA**

**DATA FOR PROPOSED DTV
NONDIRECTIONAL TRANSMITTING ANTENNA**

- A. **Antenna:** Dielectric Model TF-10HT, Horizontally Polarized, Nondirectional, Top-mount Antenna.
- B. **Electrical Beam Tilt:** 0.75°
- C. **Mechanical Beam Tilt:** None.
- D.

<u>Maximum Power Gain</u>	<u>Horizontal Polarization</u>
Maximum:	9.9 (9.96 dB)
Horizontal:	9.2 (9.64 dB)
- E. **Length (H₂):** 62.5 feet (19.1 meters) not including appurtenances.
- F. **Average Power DTV:** 2.63 kW
- G. **Null Fill:** 15.1%
- H. **Transmission Line:** 3 1/8" 50-ohm Rigid.
- I. **Transmission Line Loss:** 0.134 dB/100-feet
- J. **Total Transmission Line:** 860 feet
- K. **Transmission Line Attenuation:** 1.15 dB



Exhibit No.
Exhibit 4

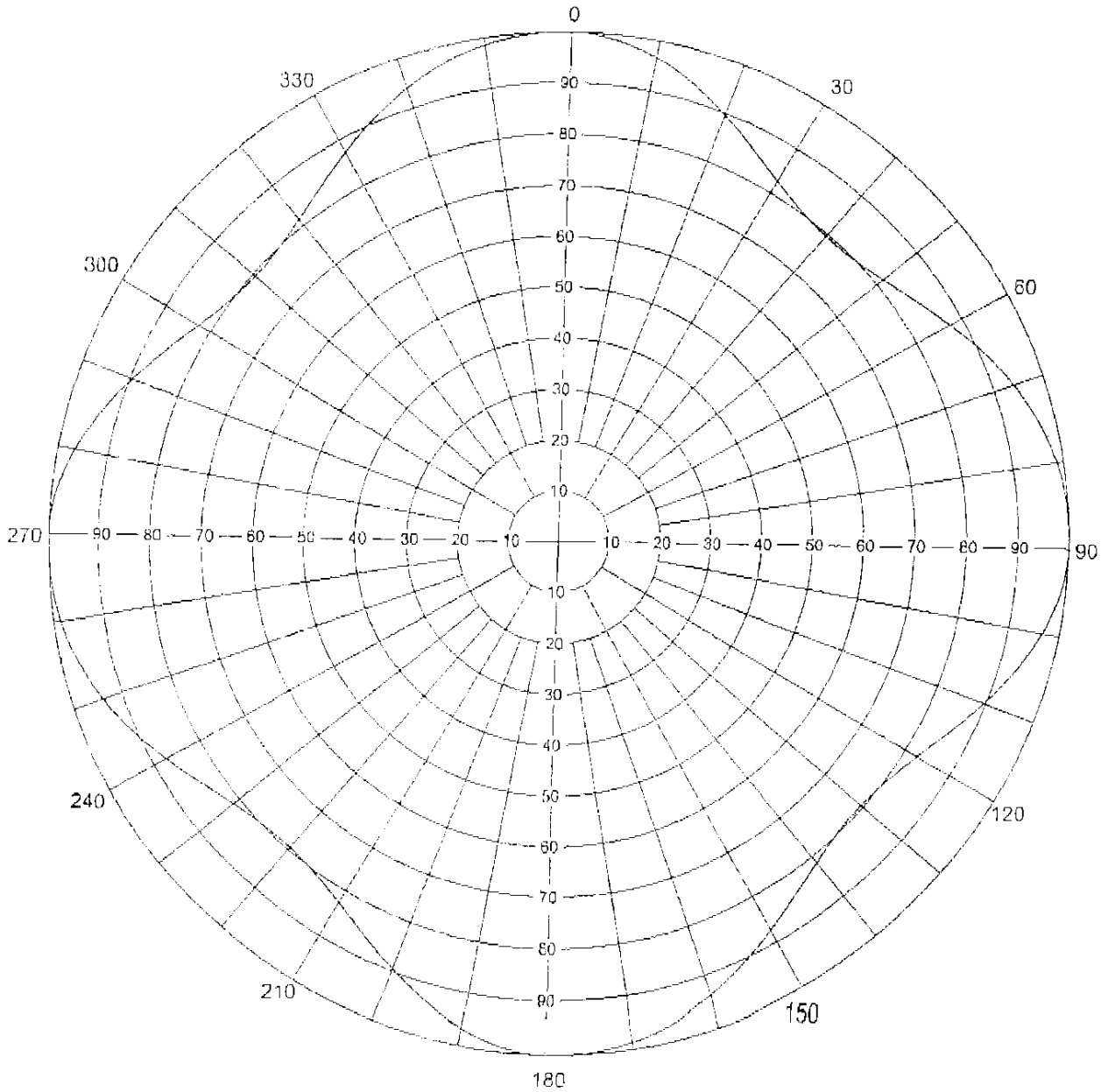
Date	24 Feb 2003	
Call Letters	WHMC-DT	Channel 9
Location	Conway, SC	
Customer	SCETV Commission	
Antenna Type	TF-10HT	

AZIMUTH PATTERN

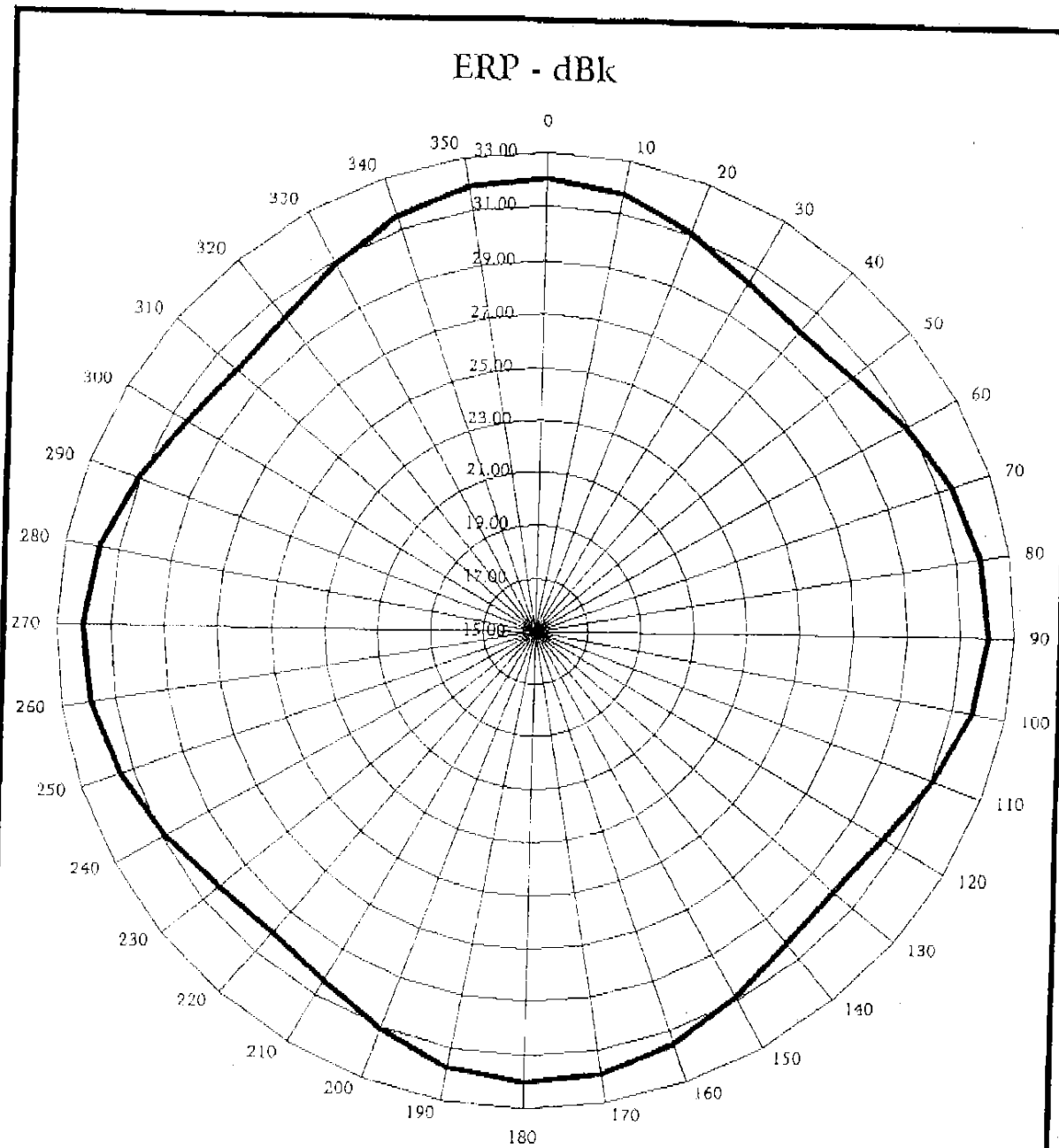
Gain
Calculated / Measured

1.20 (0.79 dB)
Calculated

Frequency 189 MHz
Drawing # TF-O



Remarks: Exhibit 4



DIELECTRIC MODEL TF-10HT
PEAK DIRECTIONAL GAIN: 9.96 dB
ELECTRICAL BEAM TILT: 0.75°
NONDIRECTIONAL ANTENNA

KESSLER & GEHMAN
TELECOMMUNICATIONS CONSULTING ENGINEERS
507 N.W. 60th Street, Suite C
Gainesville, Florida 32607


WHMC-DT CHANNEL 9
CONWAY, SOUTH CAROLINA

20030224

EXHIBIT 8

CERTIFICATE OF SERVICE

I, Sue Fischer, hereby certify that the foregoing Comments in Support of Rulemaking were delivered to the Federal Communications Commission in Washington, D.C. this 30th day of June, 2003.



Sue Fischer